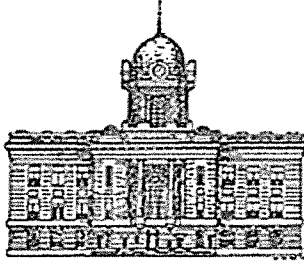


Jasper County, Iowa

Joe Brock

Denny Carpenter

Doug Cupples



Board of Supervisors
Courthouse
PO Box 944
Newton IA 50208
Phone 641-792-7016
Fax 641-792-1053

JASPER COUNTY BOARD OF SUPERVISORS AGENDA

www.co.jasper.ia.us

July 25, 2017

9:30 a.m.

Pledge of Allegiance

- Item 1 Information Systems – Ryan Eaton**
 - a) ESRI Maintenance Agreement Renewal
 - b) Aureon Communications Internet Speed Increase/Contract Renewal for Courthouse and Sheriff

- Item 2 Buildings & Grounds – Adam Sparks**
 - a) Clocktower Grant

- Item 3 Sheriff – John Halferty**
 - a) Baxter Temporary Law Enforcement Service Contract

- Item 4 Engineer – Russ Stutt**
 - a) APAI Presentation

- Item 5 Approval of Appropriation Resolution**

- Item 6 Approval of Resolution for Transfer Order #1381**

- Item 7 Approval of Board of Supervisors minutes for 7/11/17**

- Item 8 Board Appointments**

PUBLIC INPUT & COMMENTS



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 07/15/2017
To: Ryan Eaton
Organization: County of Jasper
Information Systems Dept
Fax #: 641-792-5700 **Phone #:** 641-792-0796

From: Melissa Atchley
Fax #: 909-307-3083 **Phone #:** 909-793-2853 Ext. 7972
Email: matchley@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #25798726
Document Date: 07/15/2017

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28537972
Fax #: 909-307-3083

Quotation

Date: 07/15/2017

Quotation Number: 25798726

County of Jasper
Information Systems Dept
101 1st St N Rm 108
Newton IA 50208-3273
Attn: Ryan Eaton

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Melissa Atchley

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

Customer Number: 205027

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 10/14/2017 End Date: 10/13/2018	3,000.00	3,000.00
1010	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 10/14/2017 End Date: 10/13/2018	1,500.00	1,500.00
2010	1	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 10/14/2017 End Date: 10/13/2018	400.00	400.00
3010	6	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 10/14/2017 End Date: 10/13/2018	300.00	1,800.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Melissa Atchley

Ext: 7972

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

-continued-



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28537972
Fax #: 909-307-3083

Quotation

Page 2

Date: 07/15/2017

Quotation Number: 25798726

Item	Qty	Material#	Unit Price	Extended Price
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Item Subtotal	6,700.00
Estimated Tax	0.00
Total	USD 6,700.00

DUNS/CEC: 06-313-4175 **CAGE:** 0AMS3

[CSBATCHDOM]

-continued-



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28537972
Fax #: 909-307-3083

Quotation

Page 3

Date: 07/15/2017 **Quotation No:** 25798726 **Customer No:** 205027

Item	Qty	Material#	Unit Price	Extended Price
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IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative


Date

Name (Please Print)

Title

[CSBATCHDOM]

Attest: _____
Dennis Parrott, Auditor

	Aureon™ Communications, LLC Service Agreement	7760 Office Plaza Drive South West Des Moines, IA 50266
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This Agreement is made between Provider and Customer. (Provider) and Jasper County Courthouse (Customer)

Jasper County Courthouse ACCOUNT NAME	Ryan Eaton BUSINESS CONTACT NAME	
641-792-0796 BILLED TELEPHONE NUMBER	0 BUSINESS FAX NUMBER	
641-792-0796 CONTACT NUMBER	0 Federal ID or Social Security Number	
reaton@co.jasper.ia.us CURRENT E-MAIL ADDRESS	Rita Reldy 515-245-7709 Rita.Reldy@aureon.com Aureon Representative Name & Telephone Number	
101 1st St N MAILING ADDRESS	Contract Term 36 Months	Aureon Office Hours 8:00 AM to 5:00 PM
Newton IA 50208 CITY STATE Zip Code		Long Distance Rate Per Minute \$0.04 Toll Free Rate Per Minute \$0.05
Services Provided by Aureon		
	Monthly Recurring Rate	Non-Recurring Rate
Voice and Data Bundle	\$ -	\$ -
Hosted Voice PBX	\$ -	\$ -
Voice Analog	\$ -	\$ -
Resold CenturyLink DSL	\$ -	\$ -
1 PRI w/ Fed Access, 5S Indiv. DID, 5 Blk of 20 DID, LD Pkg 2500 Min - SIP	\$ 691.95	\$ -
50MB Direct Internet Access and Transport -	\$ 882.00	\$ -
Analog POTS Service	\$ -	\$ -
Data Center	\$ -	\$ -
Inside Wiring	\$ -	\$ -
Other	\$ -	\$ -
	Total MRC \$ 1,573.95	Total NRC \$ -

TERM. The term of this Agreement, as priced above, commences on the In-Service date, In-Service date is defined as the date that billing begins. This period during the term commencing on the In-Service date and expires based on the contract term as identified above, shall be referred to as a "Contract Period." The Contract Period shall begin on the In-Service date. Thereafter be automatically renewed for successive terms of one (1) year each, subject to the right of either Party to terminate this Agreement by giving the other Party written notice of termination not less than sixty (60) days prior to the expiration date of the then current term.

ACCEPTABLE USE POLICY. Provider's Acceptable Use Policy is available on request and subject to change from time to time.

SERVICE LEVEL AGREEMENT. Provider's Service Level Agreement is available on request and subject to change from time to time.

TERMINATION. Customer may elect to terminate this Agreement for its own convenience upon thirty (30) days prior written notice to Provider. In the event Customer elects to terminate this Agreement prior to the expiration of the term, Customer shall be responsible for an amount constituting liquidated damages. In the event the customer elects to terminate this Agreement, the customer shall be responsible to pay the penalty of 100% of the monthly charges for the remaining portion of Contract Period. Equipment included in the monthly recurring price remains the property of Provider. Upon termination for any reason, this equipment shall be returned to Provider in the same condition as provided to Customer, except for normal wear and tear. If Customer damages equipment provided by Provider, Customer will be billed for replacement of equipment. In the event fiber construction is required to provide service described above and the cost of the fiber construction exceeds 20% of the initial cost due to unforeseen issues and Customer is unwilling to adjust pricing of this Agreement to compensate Provider for these increased costs, either Party has the right to terminate this Agreement immediately. If contract is signed by both parties and Customer wishes to terminate service before in-service date begins, Customer will be responsible for any expenses incurred by Provider directly related to Customer's establishment of service.

CUSTOMER OBLIGATIONS. Customer agrees to conduct business in a courteous and professional manner with Provider and Customer has the following obligations: To permit the installation of monitoring and maintenance software as needed on Customer equipment; To ensure that requests for Services are made as tickets initiated by Customer calling Provider's primary published phone numbers (and not Provider staff direct phone numbers) or by e-mailing Provider's published support email address (and not Provider staff's direct email addresses); To ensure that requests for Service contain sufficient information to enable the problem to be investigated; To ensure that equipment is available (powered on, online, with power saving modes disabled) to Provider for maintenance outside of standard business hours on a regular basis; To ensure the availability and cooperation of reasonably skilled staff on-site to respond to queries from and to implement instructions from Provider; To ensure physical access to the demarcation point and Provider supported equipment as needed; To ensure that staff are reasonably trained in the correct use of equipment or software; Not to seek or use equipment or software outside of their specified functionality; To authorize replacement of Provider supported equipment according to the manufacturer's recommended refresh cycle; To inform Provider reasonably in advance of any proposed system or facility changes, and to obtain advance approval from Provider before carrying out any tasks to supported equipment or software other than normal day to day use. It will be the Customer's responsibility to cancel any services being replaced by Provider's service and Provider will not be responsible for any charges from Customer's current provider.

WARRANTIES AND REMEDIES. Provider warrants that it will perform substantially in accordance with the Services herein. Customer understands that some communication technologies incur overhead at the expense of the advertised speed. Provider retains the right to utilize reasonable network management practices tailored to achieve legitimate network management purposes. Provider retains the right to determine the priority of Services or any request for service from Customer. This warranty is void if Provider's failure to achieve performance targets has resulted from accident, abuse, misapplication, abnormal use, or failure of Customer to fulfill Customer Obligations. Except for any refund elected by Provider, Customer is not entitled to any damages, including but not limited to, consequential damages, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. Except for the aforementioned warranty and the maximum extent permitted by applicable law, Provider provides services as is and with all faults, and hereby disclaims all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, or accuracy or completeness of responses, of results, of lack of viruses, of lack of negligence, all with regard to Services, and the provision of or failure to provide support or other services, information, software, and related content through the Services or otherwise arising out of the use of Services.

LIMITATION OF LIABILITY. CUSTOMER HEREBY ACKNOWLEDGES THAT ALL COMPUTER DATA NETWORKS AND BACKUP SYSTEMS INCORPORATE A RISK OF DATA LOSS, DOWN TIME, AND UNAUTHORIZED INTRUSIONS AND THAT PROVIDER IS NOT LIABLE FOR ANY LOSS, CORRUPTION, OR BREACH OF CUSTOMER'S DATA. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party. Such causes include, but are not limited to, hardware failure, electricity interruptions, any and all other third party interruptions, including, but not limited to, vendor failure, interruption, and bankruptcy, acts of God, acts of civil or military authority, government regulations superimposed after the fact, strikes, lockouts, fires, floods, and other natural disasters.

To the maximum extent permitted by applicable law, in no event shall Provider be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use Services, the provision of or failure to provide Services, or other services, information, software, and related content through the Services or otherwise arising out of the use of Services, or otherwise under or in connection with any provision of this Agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract, or breach of warranty of Provider, and even if the Provider has been advised of the possibility of such damages.

Notwithstanding any damages that Customer might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Provider under any provision of this Agreement and Customer's exclusive remedy for all of the foregoing (except for any remedy or repair elected by Provider with respect to any breach of the warranty) shall be limited to the amount actually paid by Customer to Provider.

MISCELLANEOUS. This Agreement and the Appendices attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements, and understandings with respect hereto. The parties agree that any action in relation to an alleged breach of this Agreement shall be commenced within one (1) year of the date of the breach, without regard to the date the breach is discovered. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of Iowa. The place of this contract, its situs and forum, shall be Iowa, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Customer agrees to provide to INS's contractor in advance of construction a list all known underground obstructions (i.e., sprinkler lines, water lines, utility lines, hazardous materials, subsurface objects, lines/conduits, etc.) within the proposed designed pathway so that disruption or damage to owner property and services during the installation process can be avoided. INS's contractor will attempt to locate all items listed by the Customer. Any damages occurring to unlisted items will be the Customer's responsibility and expense to repair/replace.

E911 NOTIFICATION. ALL USERS OF PROVIDER'S SESSION INITIATION PROTOCOL ("SIP") BASED VOICE OVER INTERNET PROTOCOL ("VOIP") SERVICES ARE REQUIRED TO AGREE THAT THEY HAVE READ AND UNDERSTOOD THE LIMITATIONS ASSOCIATED WITH THE 911 AND E-911 EMERGENCY SERVICES AVAILABLE THROUGH PROVIDER'S CALLING SERVICES. IF THEY HAVE NOT READ OR DO NOT AGREE, THEY ARE NOT AUTHORIZED TO USE ANY OF PROVIDER'S CALLING SERVICES. The 911 calling capabilities associated with VoIP calling services is different from those offered by traditional analog telephone services. Provider's VoIP calling services are not meant to be relied upon in the case of an emergency. While Provider attempts to provide access to emergency service, these VoIP services are not intended to be used to support or to carry emergency calls to any type of hospitals, law enforcement agencies, medical care units, or any other kind of emergency services. **CUSTOMER SHOULD MAINTAIN ALTERNATIVE MEANS OF CALLING EMERGENCY SERVICES SUCH AS ANALOG OR CELLULAR SERVICE.** Electrical outages and internet connectivity problems, including network congestion, may disrupt Provider's VoIP calling service and prevent 911 emergency calling. Service disconnects due to account suspensions, billing issues, or any other reason will prevent 911 emergency calling. VoIP services are technically capable of being used in locations that are not associated with the traditional geographic area of a telephone number. These capabilities can cause 911 problems. All 911 capabilities will only be available in the location that Customer has associated with the Provider assigned direct-inward-dial ("DID") telephone number assigned to the Customer. For E911 to be accurately routed to the appropriate emergency call center, the Customer must provide accurate DID telephone numbers as the call-back telephone number for all 911 calls and accurate address information. Additionally, using the service in a location that uses a different area code than the area code of the DID number provided may not be able to reach emergency personnel or may not reach emergency personnel near Customer's actual physical location. Failure to provide a correct physical address in the correct format may cause 911 emergency calls to be routed to the incorrect local emergency service provider. Use of Provider's VoIP calling service from a location other than the location to which such service was registered may result in 911 emergency calls being routed to the incorrect local emergency service provider. Changes of location submitted to Provider may take up to 48 hours to be reflected accurately in E911 records.

INFORMATION RELEVANT TO DATA CENTER PRODUCT. a. **Data Center Service Location.** Data Center Service will be provided at this address 1661 22nd Street, West Des Moines, IA 50266 or 312 8th Street, Des Moines, IA 50309. b. **Signs.** No sign, notice, advertisement, or other inscription of any kind shall be put in or attached to any part of the Building by Customer. c. **Additions, Fixtures, and Improvements.** Upon the expiration of this Exhibit, or any extension thereof, by lapse of time or otherwise, all additions, fixtures and improvements, except the equipment, made on said Premises by Customer shall belong to, and become the property of Aureon™ as a part of the Premises, without any payment therefore to Customer, and shall be surrendered to Aureon, together with the Premises. The equipment shall remain the property of Customer; however, Customer shall be liable to Aureon for actual costs of any damage to the Premises caused by the removal of the equipment. d. **Access.** Customer will be provided card and/or biometric keys for unattended access to their equipment in the data center. Aureon will conduct an annual review and, at Aureon's discretion, make appropriate changes in the rate charged for floor space and power based on the prevailing economic conditions. In the event that the rate increases more than 25% as a result of the annual review, Customer will have the right to abandon the Aureon Floor Space and Power Schedule and this Exhibit without penalty. Refer to Product Description Schedule Data Center for further information.

By signing, I confirm that I am at least 18 years of age and authorized to accept the terms and conditions outlined in this agreement. Aureon "must remain the Local Service Provider on all lines. Customer agrees to repay any and all promotional credits if service is terminated in the first 12-month period.

By:	By: John Vogelaar
Signature:	Signature:
Title:	Title: VP Business Operations
Date:	Date:
Please read these terms and conditions carefully before signing this Agreement. If more space is needed, please attach additional agreements.	

Attest: _____
Dennis Parrott, Auditor



Aureon™ Communications, LLC Service Agreement

7760 Office Plaza Drive South
West Des Moines, IA 50266

This Agreement is made between Aureon™ Communications, LLC ("Aureon") (Provider) and Jasper County Sheriff (Customer)

Jasper County Sheriff ACCOUNT NAME		Ryan Eaton BUSINESS CONTACT NAME	
641-841-1200 BILLED TELEPHONE NUMBER		0 BUSINESS FAX NUMBER	
641-792-5912 CONTACT NUMBER		0 Federal ID or Social Security Number	
reaton@co.jasper.ia.us CURRENT E-MAIL ADDRESS		Rita Reidy 515-245-7709 Rita.Reidy@aureon.com Aureon Representative Name & Telephone Number	
2300 Law Center Dr MAILING ADDRESS		Contract Term 36 Months	Aureon Office Hours 8:00 AM to 5:00 PM
Newton CITY	IA STATE		50208 Zip Code
Services Provided by Aureon			
		Monthly Recurring Rate	Non-Recurring Rate
Voice and Data Bundle		\$ -	\$ -
Hosted Voice PBX		\$ -	\$ -
Voice Analog		\$ -	\$ -
Resold CenturyLink DSL		\$ -	\$ -
1PRI, 3 Blks 20 DID, 14 Ind. DID, 2500 Minutes LD Pkg. - 2300 Law Center Dr Newton		\$ 670.65	\$ -
SIP		\$ -	\$ -
25MB Direct Internet Access and Transport - 2300 Law Center Drive Newton, IA		\$ 552.00	\$ -
Analog POTS Service		\$ -	\$ -
Data Center		\$ -	\$ -
Inside Wiring		\$ -	\$ -
Other		\$ -	\$ -
		Total MRC \$ 1,222.65	Total NRC \$ -

TERM. The term of this Agreement, as priced above, commences on the In-Service date. In-Service date is defined as the date that billing begins. This period during the term commencing on the In-Service date and expires based on the contract term as identified above, shall be referred to as a "Contract Period." The Contract Period shall begin on the In-Service date. Thereafter be automatically renewed for successive terms of one (1) year each, subject to the right of either Party to terminate this Agreement by giving the other Party written notice of termination not less than sixty (60) days prior to the expiration date of the then current term.

ACCEPTABLE USE POLICY. Provider's Acceptable Use Policy is available on request and subject to change from time to time.

SERVICE LEVEL AGREEMENT. Provider's Service Level Agreement is available on request and subject to change from time to time.

TERMINATION. Customer may elect to terminate this Agreement for its own convenience upon thirty (30) days prior written notice to Provider. In the event Customer elects to terminate this Agreement prior to the expiration of the term, Customer shall be responsible for an amount constituting liquidated damages. In the event the customer elects to terminate this Agreement, the customer shall be responsible to pay the penalty of 100% of the monthly charges for the remaining portion of Contract Period. Equipment included in the monthly recurring price remains the property of Provider. Upon termination for any reason, this equipment shall be returned to Provider in the same condition as provided to Customer, except for normal wear and tear. If Customer damages equipment provided by Provider, Customer will be billed for replacement of equipment. In the event fiber construction is required to provide service described above and the cost of the fiber construction exceeds 20% of the initial cost due to unforeseen issues and Customer is unwilling to adjust pricing of this Agreement to compensate Provider for these increased costs, either Party has the right to terminate this Agreement immediately. If contract is signed by both parties and Customer wishes to terminate service before in-service date begins, Customer will be responsible for any expenses incurred by Provider directly related to Customer's establishment of service.

CUSTOMER OBLIGATIONS. Customer agrees to conduct business in a courteous and professional manner with Provider and Customer has the following obligations: To permit the installation of monitoring and maintenance software as needed on Customer equipment; To ensure that requests for Services are made as tickets initiated by Customer calling Provider's primary published phone numbers (and not Provider staff direct phone numbers) or by e-mailing Provider's published support email address (and not Provider staff's direct email addresses); To ensure that requests for Service contain sufficient information to enable the problem to be investigated; To ensure that equipment is available (powered on, online, with power saving modes disabled) to Provider for maintenance outside of standard business hours on a regular basis; To ensure the availability and cooperation of reasonably skilled staff on-site to respond to queries from and to implement instructions from Provider; To ensure physical access to the demarcation point and Provider supported equipment as needed; To ensure that staff are reasonably trained in the correct use of equipment or software; Not to seek or use equipment or software outside of their specified functionality; To authorize replacement of Provider supported equipment according to the manufacturer's recommended refresh cycle; To inform Provider reasonably in advance of any proposed system or facility changes, and to obtain advance approval from Provider before carrying out any tasks to supported equipment or software other than normal day to day use. It will be the Customer's responsibility to cancel any services being replaced by Provider's service and Provider will not be responsible for any charges from Customer's current provider.

WARRANTIES AND REMEDIES. Provider warrants that it will perform substantially in accordance with the Services herein. Customer understands that some communication technologies incur overhead at the expense of the advertised speed. Provider retains the right to utilize reasonable network management practices tailored to achieve legitimate network management purposes. Provider retains the right to determine the priority of Services or any request for service from Customer. This warranty is void if Provider's failure to achieve performance targets has resulted from accident, abuse, misapplication, abnormal use, or failure of Customer to fulfill Customer Obligations. Except for any refund elected by Provider, Customer is not entitled to any damages, including but not limited to, consequential damages, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. Except for the aforementioned warranty and the maximum extent permitted by applicable law, Provider provides services as is and with all faults, and hereby disclaims all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, or accuracy or completeness of responses, of results, of lack of viruses, of lack of negligence, all with regard to Services, and the provision of or failure to provide support or other services, information, software, and related content through the Services or otherwise arising out of the use of Services.

LIMITATION OF LIABILITY. CUSTOMER HEREBY ACKNOWLEDGES THAT ALL COMPUTER DATA NETWORKS AND BACKUP SYSTEMS INCORPORATE A RISK OF DATA LOSS, DOWN TIME, AND UNAUTHORIZED INTRUSIONS AND THAT PROVIDER IS NOT LIABLE FOR ANY LOSS, CORRUPTION, OR BREACH OF CUSTOMER'S DATA. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party. Such causes include, but are not limited to, vendor failure, hardware failure, electricity interruptions, any and all other third party interruptions, including, but not limited to, vendor failure, interruption, and bankruptcy, acts of God, acts of civil or military authority, government regulations superimposed after the fact, strikes, lockouts, fires, floods, and other natural disasters.

To the maximum extent permitted by applicable law, in no event shall Provider be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use Services, the provision of or failure to provide Services, or other services, information, software, and related content through the Services or otherwise arising out of the use of Services, or otherwise under or in connection with any provision of this Agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract, or breach of warranty of Provider, and even if the Provider has been advised of the possibility of such damages.

Notwithstanding any damages that Customer might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Provider under any provision of this Agreement and Customer's exclusive remedy for all of the foregoing (except for any remedy or repair elected by Provider with respect to any breach of the warranty) shall be limited to the amount actually paid by Customer to Provider.

MISCELLANEOUS. This Agreement and the Appendices attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements, and understandings with respect hereto. The parties agree that any action in relation to an alleged breach of this Agreement shall be commenced within one (1) year of the date of the breach, without regard to the date the breach is discovered. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of Iowa. The place of this contract, its situs and forum, shall be Iowa, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Customer agrees to provide to INS's contractor in advance of construction a list all known underground obstructions (i.e., sprinkler lines, water lines, utility lines, hazardous materials, subsurface objects, lines/conduits, etc.) within the proposed designed pathway so that disruption or damage to owner property and services during the installation process can be avoided. INS's contractor will attempt to locate all items listed by the Customer. Any damages occurring to unlisted items will be the Customer's responsibility and expense to repair/replace.

E911 NOTIFICATION. ALL USERS OF PROVIDER'S SESSION INITIATION PROTOCOL ("SIP") BASED VOICE OVER INTERNET PROTOCOL ("VOIP") SERVICES ARE REQUIRED TO AGREE THAT THEY HAVE READ AND UNDERSTOOD THE LIMITATIONS ASSOCIATED WITH THE 911 AND E-911 EMERGENCY SERVICES AVAILABLE THROUGH PROVIDER'S CALLING SERVICES. IF THEY HAVE NOT READ OR DO NOT AGREE, THEY ARE NOT AUTHORIZED TO USE ANY OF PROVIDER'S CALLING SERVICES. The 911 calling capabilities associated with VoIP calling services is different from those offered by traditional analog telephone services. Provider's VoIP calling services are not meant to be relied upon in the case of an emergency. While Provider attempts to provide access to emergency service, these VoIP services are not intended to be used to support or to carry emergency calls to any type of hospitals, law enforcement agencies, medical care units, or any other kind of emergency services. **CUSTOMER SHOULD MAINTAIN ALTERNATIVE MEANS OF CALLING EMERGENCY SERVICES SUCH AS ANALOG OR CELLULAR SERVICE.** Electrical outages and internet connectivity problems, including network congestion, may disrupt Provider's VoIP calling service and prevent 911 emergency calling. Service disconnects due to account suspensions, billing issues, or any other reason will prevent 911 emergency calling. VoIP services are technically capable of being used in locations that are not associated with the traditional geographic area of a telephone number. These capabilities can cause 911 problems. All 911 capabilities will only be available in the location that Customer has associated with the Provider assigned direct-inward-dial ("DID") telephone number assigned to the Customer. For E911 to be accurately routed to the appropriate emergency call center, the Customer must provide accurate DID telephone numbers as the call-back telephone number for all 911 calls and accurate address information. Additionally, using the service in a location that uses a different area code than the area code of the DID number provided may not be able to reach emergency personnel or may not reach emergency personnel near Customer's actual physical location. Failure to provide a correct physical address in the correct format may cause 911 emergency calls to be routed to the incorrect local emergency service provider. Use of Provider's VoIP calling service from a location other than the location to which such service was registered may result in 911 emergency calls being routed to the incorrect local emergency service provider. Changes of location submitted to Provider may take up to 48 hours to be reflected accurately in E911 records.

INFORMATION RELEVANT TO DATA CENTER PRODUCT. **a. Data Center Service Location.** Data Center Service will be provided at this address 1661 22nd Street, West Des Moines, IA 50266 or 312 8th Street, Des Moines, IA 50309. **b. Signs.** No sign, notice, advertisement, or other inscription of any kind shall be put in or attached to any part of the Building by Customer. **c. Additions, Fixtures, and Improvements.** Upon the expiration of this Exhibit, or any extension thereof, by lapse of time or otherwise, all additions, fixtures and improvements, except the equipment, made on said Premises by Customer shall belong to, and become the property of Aureon™ as a part of the Premises, without any payment therefore to Customer, and shall be surrendered to Aureon, together with the Premises. The equipment shall remain the property of Customer; however, Customer shall be liable to Aureon for actual costs of any damage to the Premises caused by the removal of the equipment. **d. Access.** Customer will be provided card and/or biometric keys for unattended access to their equipment in the data center. Aureon will conduct an annual review and, at Aureon's discretion, make appropriate changes in the rate charged for floor space and power based on the prevailing economic conditions. In the event that the rate increases more than 25% as a result of the annual review, Customer will have the right to abandon the Aureon Floor Space and Power Schedule and this Exhibit without penalty. Refer to Product Description Schedule Data Center for further information.

By signing, I confirm that I am at least 18 years of age and authorized to accept the terms and conditions outlined in this agreement. Aureon™ must remain the Local Service Provider on all lines. Customer agrees to repay any and all promotional credits if service is terminated in the first 12-month period.

AGREED BY CUSTOMER		APPROVED BY PROVIDER	
By:		By: John Vogelaar	
Signature:		Signature:	
Title:		Title: VP Business Operations	
Date:		Date:	

Please read these terms and conditions carefully before signing this Agreement. If more space is needed, please attach additional agreements.

Attest: _____
Dennis Parrott, Auditor

JASPER COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT SERVICE CONTRACT

On this __24th__ day of __July____, 2017, the City of Baxter, and the Sheriff of Jasper County, Iowa, (with approval of the Jasper County Board of Supervisors), hereby enter into the following agreement:

A contract for providing temporary law enforcement services with an expiration date of August 1st, 2017. This contract does not automatically renew. This contract may continue on a month to month basis on the mutual agreement of the Jasper County Sheriff and the City of Baxter. Either the Jasper County Sheriff or the City of Baxter may terminate this contract by providing written notice prior to the 1st day of the month. The contract will then terminate at the end of the month following the notice.

This agreement creates no new legal entity. In accordance with Chapter 28E, Code of Iowa, (2017), a copy of this agreement shall be filed with the Iowa Secretary of State and recorded with the Jasper County Recorder.

Law Enforcement Services provided

1-The Jasper County Sheriff's Office will provide the City of Baxter, with the following services.

- a. Respond to and handle emergency and nonemergency calls for service
- b. Investigation of traffic complaints and accidents
- c. Investigation of crimes
- d. Enforcement of traffic violations under 321 Code of Iowa
- e. Routine and Special patrols as requested by the Mayor or members of the city council.

2- The Jasper County sheriff's Office will not respond and handle the following complaints or incident.

- a. Nuisance complaints

- b. Municipal Infraction complaints
- c. Animal complaints
- d. Special events, sporting events and street dances

3- In the event of a significant event, such as a natural disaster or major crime investigation, the Jasper County Sheriff's Office may request additional compensation to cover costs of increasing staffing levels, overtime and equipment expenses. An itemized invoice would be provided to the City Clerk if such compensation is requested. Additionally, it is up to the discretion of the Jasper County Sheriff or his designee, to contact additional resources and agencies if deemed necessary.

4- The Mayor, City Clerk or designee, will be provided a monthly report on hours and calls for service. This report will be sent electronically by office staff from the Jasper County Sheriff's Office to the designee. All incident reports, arrest reports, traffic citations and warnings, and accident reports will be completed and stored under Jasper County Sheriff's Office policy and procedure. These reports will be released when applicable and in accordance with the open records law.

5- The Jasper County Sheriff or designee will attend city council meetings when requested to provide information and update the Mayor and council members on law enforcement activities.

6- In consideration of law enforcement services provided, the City of Baxter will pay a monthly fee of \$3000 to the Jasper County Sheriff's Office. The fee shall be paid to the Jasper County Sheriff's Office by the 15th of the Month following invoice by the Jasper County Sheriff.

Special events requiring additional staff and at the request by the City of Baxter, may be staffed by Jasper County Reserve Deputies, when available, at a cost of \$45/hour for each deputy and \$25/hour for each reserve deputy assigned. Payment shall be made directly to each reserve deputy by and from the City of Baxter.

7- The Jasper County Sheriff shall be the administrator of this agreement. Law Enforcement Policy and Procedures, and other matters pertaining to the

employment of Jasper County Sheriff's Office employees are to be determined solely by the Jasper County Sheriff. The Jasper County Sheriff's Office provides law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place and manner, in which these services are implemented, shall be in the sole discretion of the Jasper County Sheriff.

8- The Jasper County Sheriff's Office will not be responsible for any city owned equipment, maintenance and certifications of such equipment.

9- The Jasper County Sheriff's Office will not be responsible for maintaining any current evidence, case investigations, reports and documentation that is or has been recorded by other law enforcement services.

OFFICE OF THE JASPER COUNTY
SHERIFF:

CITY OF Baxter, IA

John R. Halferty, Sheriff

Steve Smith, Mayor, City of Baxter

JASPER COUNTY SUPERVISORS

CITY CLERK OF Baxter

Joe Brock, Chairman

ATTEST

Dennis Parrott, Jasper County Auditor

RESOLUTION NO. _____

APPROPRIATION RESOLUTION

WHEREAS, it is desired to make appropriations for each of the different officers and departments for the fiscal year 2017-2018 in accordance with Section 331.434, subsection 6, of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF SUPERVISORS OF JASPER COUNTY, IOWA

Section 1. Amounts authorized for the fiscal 2017-18 budget adopted March 7, 2017, are hereby appropriated to the departments or offices as itemized in the attached schedule, pursuant to the Code of Iowa, Section 331.434, subsection 6.

Section 2. Subject to the provisions of other county procedures and regulations, and applicable state law, the appropriations authorized under Section 1 shall constitute authorization for the department or officer listed to make expenditures or incur obligations from the itemized fund, effective July 1, 2017.

Section 3. In accordance with Section 331.437, Code of Iowa, no department or officer shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money for any purpose in excess of the amounts appropriated pursuant to this resolution.

Section 4. If at any time during the 2017-18 budget year the Auditor shall ascertain that the available resources of a fund for that year will be less than said fund's total appropriations, the Auditor shall immediately so inform the Board and recommend appropriate corrective action.

Section 5. The Auditor shall establish separate accounts for the appropriations authorized in Section 1, each of which account shall indicate the amount of the appropriation, the amounts charged thereto, and unencumbered balance. The Auditor shall report the status of such accounts to the applicable departments and officers monthly during the 2017-18 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2018.

ATTACHMENT

01-Board of Supervisors	\$	3,256,991
02-Auditor	\$	929,469
03-Treasurer	\$	749,143
04-Attorney	\$	1,076,720
05-Sheriff	\$	5,163,117
07-Recorder	\$	408,838
14-Attorney's Forfeiture	\$	9,200
15-Sheriff's Forfeiture	\$	8,000
20-Engineer	\$	11,817,277
21-Veterans Affairs	\$	182,175
22-Conservation	\$	1,030,756
23-Board of Health	\$	1,004,068
25-Dept of Human Services	\$	53,800
31-District Court	\$	149,300
33-County Library	\$	157,435
38-Elderly Nutrition	\$	575,556
50-Human resources	\$	140,869
51-Maintenance	\$	1,786,494
52-Information Systems	\$	716,388
53-Planning & Zoning	\$	131,717
54-Economic Development	\$	82,988
55-Geographic Info Systems	\$	50,000
59-Community Services	\$	247,350
60-Mental Health	\$	819,925
99-Nondepartmental	\$	1,000

Grand Total \$ 30,548,576

Resolution adopted this _____ day of _____, 2017.

Joe Brock, Chairman

Attest: _____
Dennis Parrott, Auditor

Resolution _____

STATE OF IOWA
Jasper County

}

TRANSFER ORDER

\$1,619,321.93

Newton, Iowa, July 18, 2017

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer One million six hundred nineteen thousand three hundred twenty one and 93/100***dollars

From: 0040-Local Option Sales
Services Tax Fund

To: Various Funds
(See Below)

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Property Tax Relief Allocation

By Order of Board of Supervisors.



Auditor

NO. 1381

Deputy

The Local Option Sales & Services Tax Fund is used for property tax relief for the current FY 17-18 budget.

0001- General Basic Fund	75.00%	\$	1,214,491.45
0002- General Supplemental Fund	12.5%	\$	202,415.24
0011- Rural Services Basic Fund	12.5%	\$	202,415.24
		\$	<u>1,619,321.93</u>

July 11, 2017

Tuesday, July 11, 2017 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Brock, Carpenter and Cupples present and accounted for; Chairman Brock presiding.

Motion by Carpenter, seconded by Cupples to amend the agenda to include Resolution for Civil Fees for the Sheriff item number 4.

YEA: CUPPLES, CARPENTER, BROCK

Motion by Carpenter, seconded by Cupples to open the public hearing for the Construction Permit Application for a Confinement Feeding Operation submitted by Kevin Van Kooten, located in the SW quarter of the SE quarter of Section 26, Tier 78, Range 17 of Lynn Grove Township, Jasper County.

YEA: CUPPLES, BROCK, CARPENTER

There were no public comments and no written comments were received by the Sanitarian or the Auditor's office.

Kevin Luetters, Sanitarian presented the application was for an additional building on an existing confinement. He has met with the owner and DNR and Master Matrix is in order. He recommends allowing the confinement addition to continue.

Motion by Carpenter, seconded by Cupples to close the public hearing.

YEA: BROCK, CUPPLES, CARPENTER

Motion by Carpenter, seconded by Cupples to approve the Construction Permit Application for a Confinement Feeding Operation submitted by Kevin Van Kooten.

YEA: CUPPLES, BROCK, CARPENTER

Pam Olson, Assistant to the Engineer presented three quotes for new furnace/air conditioner units at the Engineer's office. Warnick & Reeves, \$17,770.00, Van Ryswyk, \$21,683.88, and Brooker, \$21,423.00.

Motion by Cupples, seconded by Carpenter to approve the low quote from Warnick & Reeves at \$17,770.00 for new furnace/air conditioner units at the Engineer's office.

YEA: CARPENTER, CUPPLES, BROCK

Pam Olson presented that David Farran, Central Regional Director of USSVI is proposing designating Submarine Veterans Memorial Highway, this would not be Jasper County's roadway but would go through Jasper County on Highway 65/330. Pam asked for approval of the designation.

Motion by Carpenter, seconded by Cupples to approve the Submarine Veterans Memorial Highway going through Jasper County.

YEA: BROCK, CUPPLES, CARPENTER

Cupples asked Olson where the Engineer's office was at with the Red Bridge Inspection. Olson advised she has a call into Calhoun Burns but has not heard back yet.

Human Resources Director, Dennis Simon asked the Board to approve the hiring of Community Development Director, formerly Planning and Zoning and the promotion to Sergeant for existing deputy, as well as the hiring of a Part-Time Jailer.

Motion by Cupples, seconded by Carpenter to adopt Resolution 17-46 a hiring resolution to approve and certify the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Community Development	Director	Nicholas Fratzke	\$56,560 Annual Salary	Range 17 Step 1 Non-Progressive	7/1/2017

YEA: BROCK, CARPENTER, CUPPLES

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Motion by Cupples, seconded by Carpenter to adopt Resolution 17-47 a hiring resolution to approve and certify the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Sergeant	Michael Gunsaulus	\$72,736.07 Annual Salary	Hire-In Rate 68% of Sheriff's Salary	7/8/2017

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Part-Time Jailer	Sandra Hartgers	\$18.10	Hire-In Rate Non-Progressive Union Scale	7/11/2017

YEA: CARPENTER, BROCK, CUPPLES

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Sheriff, John Halferty asked the Board to approve Resolutions establishing fees for acquiring a pistol or revolver and Civil Fee changes that the State of Iowa changed as of July 1, 2017. Halferty also asked the Board to approve his quarterly and annual reports ending June 30, 2017.

Motion by Cupples, seconded by Carpenter to approve Resolution 17-48 establishing fees for acquiring a pistol or revolver.

YEA: BROCK, CUPPLES, CARPENTER

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Motion by Carpenter, seconded by Brock to approve Resolution 17-49 regarding civil fee changes made by SF 501.

YEA: BROCK, CARPENTER, CUPPLES

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Motion by Cupples, seconded by Carpenter to approve the Sheriff's quarterly report ending June 30, 2017.

YEA: BROCK, CUPPLES, CARPENTER

Motion by Cupples, seconded by Carpenter to approve the Sheriff's yearly report ending June 30, 2017.

YEA: CARPENTER, BROCK, CUPPLES

Central Iowa Community Services Director, Jody Eaton presented the yearly Statements of Understanding regarding, herself, Connie McQuiston and Jarica White.

Motion by Cupples, seconded by Carpenter to approve the Statements of Understanding for Jody Eaton, Connie McQuiston, and Jarica White.

YEA: CUPPLES, CARPENTER, BROCK

Jody Eaton gave an update on the Regional Work Group. The Region will have a work group that meets monthly in Nevada. The meetings will be open to the public. They will be working with a consultant who they have not worked with before who has a good Mental Health history. They will come up with a strategic 3 year plan to report back to the State. The meeting representatives will represent various experience including inpatient, ER, law, justice, mental health, substance abuse, patient advocate.

Motion by Carpenter, seconded by Cupples to approve Resolutions 17-50, 17-51 and 17-52 approving Transfer Orders #1378, #1379, and #1380 as follows:

<u>Order #</u>	<u>Amount</u>	<u>Transferred From</u>	<u>Transferred To</u>
1378	\$191,910.00	0001 General Basic	1525 Law Enforcement Ctr Cap Project 1550 Chichaqua Bike Trail
1379	\$1106.30	0027 Co Conservation Land Acq	1580 Mariposa Park Cap Project Fund
1380	\$3966.35	2085 County Home Debt Service	1520 County Home Cap Project

YEA: BROCK, CUPPLES, CARPENTER

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Motion by Cupples, seconded by Carpenter to approve the Recorder's monthly report ending June 30, 2017.

YEA: BROCK CUPPLES, CARPENTER

Motion by Cupples, seconded by Carpenter to approve the Supervisors minutes for 6/27/17.

YEA: CUPPLES, CARPENTER, BROCK

There were no board appointments.

Motion by Carpenter, seconded by Cupples to adjourn the Tuesday, July 11, 2017 meeting of the Jasper County Board of Supervisors.

Susan Young, Auditor's Clerk

Joe Brock, Chairman